



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT3023MV2OF4 1

EFFECTIVE BEGIN DATE: 08-01-2006
EXPIRATION DATE: 07-31-2007
PAGE: 1 of 4

BUYER : RANDALL STAPP
Randall.Stapp@iowa.gov
515-242-5005

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

Howard R Green Co
4685 Merle Hay Rd Ste 10

DES MOINES, IA 50322
USA

VENDOR CONTACT:

HOWARD GREEN

PHONE: 515-278-2913

EXT:

EMAIL:

VENDOR #: 42092717800

DESCRIPTION OF ITEMS CONTRACTED

Roofing Consulting

The selected firms shall provide roofing consulting services for a period of one (1) year on the basis of the initial designated term contract and individual project service agreements issued for specific proposed projects, with no guarantee as to the number or dollar value of project service agreements. The selected firms may be utilized to perform all Agency design work or to supplement Agency in-house design resources. The initial designated term contract with each Consultant may be renewed for five (5) additional periods of twelve (12) months each, at the discretion of the Agency.

RENEWAL PERIODS

FROM 08-01-2007 TO 07-31-2008
FROM 08-01-2008 TO 07-31-2009
FROM 08-01-2009 TO 07-31-2010
FROM 08-01-2010 TO 08-31-2010
FROM 09-01-2010 TO 08-31-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	906	\$0.000000
				\$0.000000
2	0.00000	EA	ARCHITECTURAL SERVICES, PROFESSIONAL 925	\$0.000000
			ENGINEERING SERVICES, PROFESSIONAL	\$0.000000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

AIA® Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Eighteenth day of July in the year of 2006.

BETWEEN the Owner:
(Name and address)

State of Iowa
Department of Administrative Services
General Services Enterprise
Design and Construction Division
Grimes State Office Building, Room 146
400 East 14th Street
Des Moines, Iowa 50319

and the Consultant:
(Name and address)

Howard R. Green Company
8710 Earhart Lane SW
PO Box 9009
Cedar Rapids, IA 52409-9009

For the following Project:
(Include detailed description of Project, location, address and scope.)

Roofing Consulting Services
State of Iowa Facilities

GSE Master Agreement No. CT3023MV2

**IN THIS DOCUMENT WHEN THE WORD “ARCHITECT” (or derivatives)
IS USED, IT SHALL MEAN “ROOFING CONSULTANT” (or derivatives).**

The Owner and the Consultant agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 - ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

Method and means of compensation

Services to be specified in individual work orders.

Individual work orders to determine both scope and total cost of work.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 - USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

The Architect's documents prepared as part of this Agreement may be used by the Owner and by other design consultants for reference purposes in developing plans and specifications for preventative maintenance, repair, restoration or rehabilitation of the State of Iowa facilities.

ARTICLE 4 - DISPUTE RESOLUTION

(Paragraph deleted)

4.1 All controversies or claims arising out of or related to this Agreement or the breach of this Agreement shall be decided, if possible, by mutual agreement. Each such dispute shall be communicated in writing to the other party within a reasonable time after initial observance or discovery of such dispute by the initiating party. Such written notice of dispute shall be as comprehensive as possible, giving in detail the facts and contentions of the initiating party so the resolution process may be more expeditious and the issues clear. The parties agree that time is of the essence in the resolution of all disputes through mediation, negotiations, meetings, observations, testing portions of the work as applicable or such other methods as the parties may agree to. Any dispute that cannot be successfully resolved by mutual agreement shall be resolved by initiation of formal judicial proceedings in Polk County District Court, Des Moines, Iowa.

ARTICLE 5 - TERMINATION OR SUSPENSION

Init.

(Paragraphs deleted)

5.1 Termination for Convenience. Following thirty (30) days' written notice, the Owner may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the Architect. Following termination for convenience, the Architect shall be entitled to compensation upon submission of invoices and property proof of claim, for services provided under this Agreement up to and including the date of termination.

(Paragraph deleted)

5.2 Termination for Cause by Owner. The occurrence of any one or more of the following events shall constitute cause for the Owner to declare the Architect in default of its obligations under this Agreement.

- .1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or
- .2 Failure to make substantial and timely progress toward performance of the Agreement; or
- .3 Failure of the Architect's work product and services to conform with any specifications noted in this Agreement; or
- .4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right; or
- .5 Any material breach of the Agreement.

(Paragraphs deleted)

5.3 Notice of Default. If there is a default event, the Owner shall provide written notice to the Architect requesting the breach or noncompliance be immediately remedied. In the event the breach or noncompliance continues to be evidenced ten (10) days beyond the date of the written notice, the Owner may either

- .1 Immediately terminate the Agreement without additional written notice; or
- .2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, the Owner may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

5.4 Termination for Cause by Architect. The occurrence of any one or more of the following events shall constitute cause for the Architect to declare the Owner in default of its obligations under this Agreement.

- .1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or
- .2 Failure to make timely payment in conformance with *The Iowa Code*, Section 421.40, for the work performed pursuant to this Agreement.

5.5 Notice of Default. If there is a default event, the Architect shall provide written notice to the Owner requesting that the breach or noncompliance be immediately remedied. In the event the breach or noncompliance continues to be evidenced ten (10) days beyond the date of the written notice, the Architect may either:

- .1 Immediately terminate the Agreement without additional written notice, or

(Paragraph deleted)

- .2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, the Architect may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

5.6 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, the Owner shall have the right to

Init.

terminate this Agreement without penalty by giving sixty (60) days' written notice to the Architect as a result of any of the following:

- .1 The legislature or governor fails to appropriate funds sufficient to allow the Owner to operate as required and to fulfill its obligations under this Agreement.
- .2 If funds are de-appropriated or not allocated.

(Paragraph deleted)

- .3 If there is a material alteration in the programs administered by the Owner or the Owner's duties are substantially modified.

The Owner agrees to make reasonable requests for the necessary funds. If any appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Owner agrees to re-enter the Agreement with the Architect, if the Architect is still available to provide personnel and consultants to complete the services under the same provisions, terms and conditions as the original Agreement.

5.7 Remedies of Architect in Event of Termination Due to Lack of Funds or Change in Law. In the event of termination of this Agreement pursuant to Section 5.6 above, the exclusive, sole and complete remedy of the Architect shall be payment for services completed prior to termination.

5.8 Delay or Impossibility of Performance. The Architect shall not be considered to be in default under this Agreement if performance is delayed or made impossible by force majeure, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Architect. If delay results from a consultant's conduct, negligence or failure to perform, the Architect shall not be excused from compliance with the terms and obligations of this Agreement. The Architect shall not be considered in default under this Agreement if its performance is delayed for more than sixty (60) days attributable solely to the Owner or other parties under direct contract to the Owner.

5.9 Suspension of Services. The Owner shall have the right to suspend services of the Architect under the Agreement and shall give the Architect seven (7) days' written notice in advance of such suspension. In the event of such suspension, the Owner shall have no liability to the Architect for any delay or damage to the Architect because of such suspension of services. If the period of suspension extends beyond sixty (60) days, the Owner will be entitled to proceed under either Section 5.3.1 or 5.3.2 above upon ten (10) days' written notice to the Architect. In the event there is a resumption of services, the Architect's fees for the remaining services and the time schedules for the remaining completion of the work shall be equitably adjusted.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Init.

ARTICLE 7 - PAYMENTS TO THE ARCHITECT

§ 7.1 HOURLY RATES

(Paragraph deleted)

§ 7.1.1 Hourly rates specified in Consultant's Proposal shall be used to calculate the fees specified in ARTICLE 8 -- BASIS OF COMPENSATION, and for additional services that may be required by mutual agreement.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expenses specifically identified in Consultant's Proposal.

(Paragraph deleted)

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

7.3.3 Owner's review of, approval of, or payment for any of the services provided by the Architect under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Architect shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Architect's negligent performance of any services furnished under this Agreement.

7.3.4 Upon approval of each invoice, the Owner shall pay the approved amount in accordance with Section 9.6 - *Accountable Government Act Requirements* below, within the time allowed by *The Iowa Code*, Section 421.40; however, the Owner shall not make any payment that would cause the total payments under this Agreement to exceed the lump sum fee for basic services or to exceed the maximum amount that can be paid for the applicable expenses established in Section 8.2, COMPENSATION FOR THE ARCHITECT'S SERVICES.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 - BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

Init.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Compensation shall be based upon individual work orders and hourly rates as described in Consultant's Proposal dated <Date>, 2006.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project as described in Consultant's Proposal dated <Date>, 2006.

(Paragraph deleted)

§ 8.4 Payments are due and payable as specified in Section 7.3.4 of this Agreement.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 - OTHER CONDITIONS

9.1 All references to Architect, architectural/architecture shall mean Roofing Consultant and roofing consulting, respectively

9.2 Professional Registration. The Roofing Consultant agrees that any roofing consulting services provided by it under this Agreement shall be performed by individuals registered to practice architecture or licensed to practice engineering in the State of Iowa or under the direct supervision and responsible charge of an Architect registered to practice architecture or Engineer licensed to practice engineering in the State of Iowa.

9.3 Insurance Requirements.

.1 At its expense, the Architect shall maintain in effect, with insurance companies of recognized responsibility, insurance covering its work of the type and in the amounts required by this Agreement. The Architect's insurance shall, among other things, insure against any covered loss or damage resulting from the Architect's performance of this Agreement. All such insurance policies shall remain in full force and effect for the entire life of this Agreement and shall not be cancelled or materially changed except after thirty (30) days' written notice to the Owner.

.2 Amounts of Insurance Required. Unless otherwise requested by the Owner, the Architect shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement, not less than the insurance coverages set forth below, each naming the Owner as an additional insured or loss payee (with the exception of worker's compensation insurance), as applicable.

TYPE OF INSURANCE	LIMIT	AMOUNT
Workers Compensation and Employer Liability Excess Liability, Umbrella Form	As Required by Iowa Law	As Required by Iowa Law
Professional Liability	Aggregate	\$2 million

.3 Claims Provision. All insurance policies required by this Agreement shall provide coverage for all covered claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

Init.

.4 Certificates of Coverage. Certificates of insurance described in Section 6.2 above shall be submitted to the Owner within thirty (30) days after the effective date of this Agreement and shall be subject to approval by the Owner. The Architect shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Owner.

5. No Limitation of Liability. Acceptance of the insurance certificates by the Owner shall not act to relieve the Architect of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Architect to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

6. Consultant shall have the right to self-insure any or all of the above coverages. Certificates of insurance or evidence of self-insurance shall be provided to the State upon request.

9.4 Incorporation of Request for Proposal Documents. The Request for Proposal (RFP) for Roofing Consulting Services Request for Proposal No. 0206335020 (including any modifications) and Architect's response to the RFP are incorporated into this Agreement by this reference as if fully set forth in this Agreement. The terms and conditions of the Architect's proposal and the RFP are made contractual obligations of the Architect as amended by this Agreement. In the case of any inconsistency or conflict between the specific provisions of this Agreement, the RFP and the Architect's response to the RFP, any inconsistency or conflict shall be resolved by first giving preference to the specific provisions of this Agreement, then to those of the RFP and then to those of the Architect's response to the RFP. The failure of the parties to make reference to the specific terms of the RFP or to the Architect's response to the RFP in this Agreement shall not be construed as creating a conflict with this Agreement and will not relieve the Architect of the contractual obligations imposed by the terms of the RFP or the Architect's response to the RFP. Terms offered in the Architect's proposal shall exceed the requirements of the RFP shall not be construed as creating an inconsistency or conflict with the RFP or this Agreement. The contractual obligations of the Owner cannot be implied from the Architect's response to the RFP.

9.5 Term of Agreement and Project Scheduler. The term of this Agreement shall be for one (1) year from the date of execution of this Agreement, renewable for up to five (5) additional years.

9.6 Scope of Services Modifications. The parties agree that Exhibit A may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service upon the mutual written consent of the parties.

9.7 Accountable Government Act Requirements. The Department of Administrative Services, General Services Enterprise, in accordance with the Iowa Accountable Government Act, reserves the right to structure payments in order to adhere to *Iowa Administrative Code* Rule 11-IAC 107.4.

.1 Full payment will be made if the following factors are met, as determined by the Project Manager and as governed by the Scope of Services:

- (a) The required services and supporting documentation have been completed to the satisfaction of the department;
- (b) The required documentation has been delivered in a timely manner as defined by the Project Schedule; and
- (c) The fee has not been exceeded.

.2 Upon mutual agreement between the Department and the Architect, the terms may be revised and documents may be resubmitted until the conditions of the Agreement have been satisfied.

9.8 GSE Project Number and Project Name. All project related documents including, but not limited to, correspondence drawings, specifications, contracts, payment applications, invoices and project closeout documents, whether in written or electronic form, shall include the General Services Enterprise (GSE) project number and GSE project name. Any project related documents not containing the GSE project number and GSE project name may not be accepted by GSE and may be returned for correction. No further action, including payments, shall be taken by GSE until the corrected project related document is returned.

9.9 Notice to Proceed. This Agreement serves as the Notice to Proceed for the services identified in this Agreement unless additional approvals to proceed are specified.

9.10 Subsequent Phases. If additional funding for further project design and construction as defined in the RFP is secured, the Owner has the option to request the Architect continue work on subsequent phases of this project. Some terms of the Agreement may need to be renegotiated. The Owner shall issue a Notice to Proceed for Additional Phase Services for such work.

This Agreement entered into as of the day and year first written above.

OWNER
State of Iowa
Department of Administrative Services
General Services Enterprise
Design and Construction Division

CONSULTANT
Howard R. Green Company

(Signature) (Date)
Mollie Anderson, Director

(Printed name and title)

(Signature) (Date)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B727™ – 1988

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:42:00 on 07/27/2006.

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AGREEMENT made as of the Eighteenth day of July in the year of 2006.

...

State of Iowa
Department of Administrative Services
General Services Enterprise
Design and Construction Division
Grimes State Office Building, Room 146
400 East 14th Street
Des Moines, Iowa 50319

...

and the ~~Architect~~ Consultant:

...

Howard R. Green Company
8710 Earhart Lane SW
PO Box 9009
Cedar Rapids, IA 52409-9009

...

Roofing Consulting Services
State of Iowa Facilities

GSE Master Agreement No. CT3023MV2

IN THIS DOCUMENT WHEN THE WORD "ARCHITECT" (or derivatives)

IS USED, IT SHALL MEAN "ROOFING CONSULTANT" (or derivatives).

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The Owner and the ~~Architect~~ Consultant agree as set forth below.

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ARTICLE 1 - ARCHITECT'S SERVICES

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Services to be specified in individual work orders. Individual work orders to determine both scope and total cost of work.

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ARTICLE 2 - OWNER'S RESPONSIBILITIES

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ARTICLE 3 - USE OF ARCHITECT'S DOCUMENTS

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~~ARTICLE 4 - ARBITRATION~~The Architect's documents prepared as part of this Agreement may be used by the Owner and by other design consultants for reference purposes in developing plans and specifications for preventative maintenance, repair, restoration or rehabilitation of the State of Iowa facilities.

ARTICLE 4 - DISPUTE RESOLUTION

~~§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

4.1 All controversies or claims arising out of or related to this Agreement or the breach of this Agreement shall be decided, if possible, by mutual agreement. Each such dispute shall be communicated in writing to the other party within a reasonable time after initial observance or discovery of such dispute by the initiating party. Such written notice of dispute shall be as comprehensive as possible, giving in detail the facts and contentions of the initiating party so the resolution process may be more expeditious and the issues clear. The parties agree that time is of the essence in the resolution of all disputes through mediation, negotiations, meetings, observations, testing portions of the work as applicable or such other methods as the parties may agree to.. Any dispute that cannot be successfully resolved by mutual agreement shall be resolved by initiation of formal judicial proceedings in Polk County District Court, Des Moines, Iowa.

ARTICLE 5 - TERMINATION OR SUSPENSION

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~~§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

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~~§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not~~

named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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ARTICLE 5 – TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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5.1 Termination for Convenience. Following thirty (30) days' written notice, the Owner may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the Architect. Following termination for convenience, the Architect shall be entitled to compensation upon submission of invoices and property proof of claim, for services provided under this Agreement up to and including the date of termination.

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§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

...

5.2 Termination for Cause by Owner. The occurrence of any one or more of the following events shall constitute cause for the Owner to declare the Architect in default of its obligations under this Agreement.

- .1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or
- .2 Failure to make substantial and timely progress toward performance of the Agreement; or
- .3 Failure of the Architect's work product and services to conform with any specifications noted in this Agreement; or
- .4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right;
or
- .5 Any material breach of the Agreement.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

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§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

...

5.3 Notice of Default. If there is a default event, the Owner shall provide written notice to the Architect requesting the breach or noncompliance be immediately remedied. In the event the breach or noncompliance continues to be evidenced ten (10) days beyond the date of the written notice, the Owner may either

- .1 Immediately terminate the Agreement without additional written notice; or
- .2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, the Owner may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

5.4 Termination for Cause by Architect. The occurrence of any one or more of the following events shall constitute cause for the Architect to declare the Owner in default of its obligations under this Agreement.

- .1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or
- .2 Failure to make timely payment in conformance with *The Iowa Code*, Section 421.40, for the work performed pursuant to this Agreement.

5.5 Notice of Default. If there is a default event, the Architect shall provide written notice to the Owner requesting that the breach or noncompliance be immediately remedied. In the event the breach or noncompliance continues to be evidenced ten (10) days beyond the date of the written notice, the Architect may either:

- .1 Immediately terminate the Agreement without additional written notice, or
- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, the Architect may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

5.6 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, the Owner shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the Architect as a result of any of the following:

- .1 The legislature or governor fails to appropriate funds sufficient to allow the Owner to operate as required and to fulfill its obligations under this Agreement.
- .2 If funds are de-appropriated or not allocated.
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.
- .3 If there is a material alteration in the programs administered by the Owner or the Owner's duties are substantially modified.

The Owner agrees to make reasonable requests for the necessary funds. If any appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Owner agrees to re-enter the Agreement with the Architect, if the Architect is still available to provide personnel and consultants to complete the services under the same provisions, terms and conditions as the original Agreement.

5.7 Remedies of Architect in Event of Termination Due to Lack of Funds or Change in Law. In the event of termination of this Agreement pursuant to Section 5.6 above, the exclusive, sole and complete remedy of the Architect shall be payment for services completed prior to termination.

5.8 Delay or Impossibility of Performance. The Architect shall not be considered to be in default under this Agreement if performance is delayed or made impossible by force majeure, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Architect. If delay results from a consultant's conduct, negligence or failure to perform, the Architect shall not be excused from compliance with the terms and obligations of this Agreement. The Architect shall not be considered in default under this Agreement if its performance is delayed for more than sixty (60) days attributable solely to the Owner or other parties under direct contract to the Owner.

5.9 Suspension of Services. The Owner shall have the right to suspend services of the Architect under the Agreement and shall give the Architect seven (7) days' written notice in advance of such suspension. In the event of such suspension, the Owner shall have no liability to the Architect for any delay or damage to the Architect because of such suspension of services. If the period of suspension extends beyond sixty (60) days, the Owner will be entitled to proceed under either Section 5.3.1 or 5.3.2 above upon ten (10) days' written notice to the Architect. In the event there is a resumption of services, the Architect's fees for the remaining services and the time schedules for the remaining completion of the work shall be equitably adjusted.

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ARTICLE 6 - MISCELLANEOUS PROVISIONS

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§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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ARTICLE 7 - PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE HOURLY RATES

~~§ 7.1.1~~ Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.1.1 Hourly rates specified in Consultant's Proposal shall be used to calculate the fees specified in ARTICLE 8 -- BASIS OF COMPENSATION, and for additional services that may be required by mutual agreement.

...

- .1 expenses specifically identified in Consultant's Proposal; ~~.1~~ expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

...

7.3.3 Owner's review of, approval of, or payment for any of the services provided by the Architect under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Architect shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Architect's negligent performance of any services furnished under this Agreement.

7.3.4 Upon approval of each invoice, the Owner shall pay the approved amount in accordance with Section 9.6 - *Accountable Government Act Requirements* below, within the time allowed by *The Iowa Code*, Section 421.40; however, the Owner shall not make any payment that would cause the total payments under this Agreement to exceed the lump sum fee for basic services or to exceed the maximum amount that can be paid for the applicable expenses established in Section 8.2. **COMPENSATION FOR THE ARCHITECT'S SERVICES.**

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ARTICLE 8 - BASIS OF COMPENSATION

~~§ 8.1~~ AN INITIAL PAYMENT OF (\$ ~~—~~) zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

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Compensation shall be based upon individual work orders and hourly rates as described in Consultant's Proposal dated <Date>, 2006.

...

~~§ 8.3~~ FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of ~~(—)~~ times the expenses ~~Expenses~~ incurred by the Architect, the Architect's employees and consultants in the interest of the ~~Project~~ Project as described in Consultant's Proposal dated <Date>, 2006.

...

~~§ 8.4 Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~...~~
~~§ 8.4 Payments are due and payable as specified in Section 7.3.4 of this Agreement.~~
~~...~~

~~ARTICLE 9 - OTHER CONDITIONS~~ **ARTICLE 9 - OTHER CONDITIONS**

9.1 All references to Architect, architectural/architecture shall mean Roofing Consultant and roofing consulting, respectively

9.2 Professional Registration. The Roofing Consultant agrees that any roofing consulting services provided by it under this Agreement shall be performed by individuals registered to practice architecture or licensed to practice engineering in the State of Iowa or under the direct supervision and responsible charge of an Architect registered to practice architecture or Engineer licensed to practice engineering in the State of Iowa.

9.3 Insurance Requirements.

.1 At its expense, the Architect shall maintain in effect, with insurance companies of recognized responsibility, insurance covering its work of the type and in the amounts required by this Agreement. The Architect's insurance shall, among other things, insure against any covered loss or damage resulting from the Architect's performance of this Agreement. All such insurance policies shall remain in full force and effect for the entire life of this Agreement and shall not be cancelled or materially changed except after thirty (30) days' written notice to the Owner.

.2 Amounts of Insurance Required. Unless otherwise requested by the Owner, the Architect shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement, not less than the insurance coverages set forth below, each naming the Owner as an additional insured or loss payee (with the exception of worker's compensation insurance), as applicable.

TYPE OF INSURANCE	LIMIT	AMOUNT
Workers Compensation and Employer LiabilityExcess Liability, Umbrella Form	As Required by Iowa Law	As Required by Iowa Law
Professional Liability	Aggregate	\$2 million

.3 Claims Provision. All insurance policies required by this Agreement shall provide coverage for all covered claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

.4 Certificates of Coverage. Certificates of insurance described in Section 6.2 above shall be submitted to the Owner within thirty (30) days after the effective date of this Agreement and shall be subject to approval by the Owner. The Architect shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Owner.

5. No Limitation of Liability. Acceptance of the insurance certificates by the Owner shall not act to relieve the Architect of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Architect to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

6. Consultant shall have the right to self-insure any or all of the above coverages. Certificates of insurance or evidence of self-insurance shall be provided to the State upon request.

9.4 Incorporation of Request for Proposal Documents. The Request for Proposal (RFP) for Roofing Consulting Services Request for Proposal No. 0206335020 (including any modifications) and Architect's response to the RFP are incorporated into this Agreement by this reference as if fully set forth in this Agreement. The terms and conditions of the Architect's proposal and the RFP are made contractual obligations of the Architect as amended by this Agreement. In the case of any inconsistency or conflict between the specific provisions of this Agreement, the RFP and the Architect's response to the RFP, any inconsistency or conflict shall be resolved by first giving preference to the specific provisions of this Agreement, then to those of the RFP and then to those of the Architect's response to

the RFP. The failure of the parties to make reference to the specific terms of the RFP or to the Architect's response to the RFP in this Agreement shall not be construed as creating a conflict with this Agreement and will not relieve the Architect of the contractual obligations imposed by the terms of the RFP or the Architect's response to the RFP. Terms offered in the Architect's proposal shall exceed the requirements of the RFP shall not be construed as creating an inconsistency or conflict with the RFP or this Agreement. The contractual obligations of the Owner cannot be implied from the Architect's response to the RFP.

9.5 Term of Agreement and Project Scheduler. The term of this Agreement shall be for one (1) year from the date of execution of this Agreement, renewable for up to five (5) additional years.

9.6 Scope of Services Modifications. The parties agree that Exhibit A may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service upon the mutual written consent of the parties.

9.7 Accountable Government Act Requirements. The Department of Administrative Services, General Services Enterprise, in accordance with the Iowa Accountable Government Act, reserves the right to structure payments in order to adhere to Iowa Administrative Code Rule 11-IAC 107.4.

.1 Full payment will be made if the following factors are met, as determined by the Project Manager and as governed by the Scope of Services:

(a) The required services and supporting documentation have been completed to the satisfaction of the department;

(b) The required documentation has been delivered in a timely manner as defined by the Project Schedule; and

(c) The fee has not been exceeded.

.2 Upon mutual agreement between the Department and the Architect, the terms may be revised and documents may be resubmitted until the conditions of the Agreement have been satisfied.

9.8 GSE Project Number and Project Name. All project related documents including, but not limited to, correspondence drawings, specifications, contracts, payment applications, invoices and project closeout documents, whether in written or electronic form, shall include the General Services Enterprise (GSE) project number and GSE project name. Any project related documents not containing the GSE project number and GSE project name may not be accepted by GSE and may be returned for correction. No further action, including payments, shall be taken by GSE until the corrected project related document is returned.

9.9 Notice to Proceed. This Agreement serves as the Notice to Proceed for the services identified in this Agreement unless additional approvals to proceed are specified.

9.10 Subsequent Phases. If additional funding for further project design and construction as defined in the RFP is secured, the Owner has the option to request the Architect continue work on subsequent phases of this project. Some terms of the Agreement may need to be renegotiated. The Owner shall issue a Notice to Proceed for Additional Phase Services for such work.

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OWNER
State of Iowa
Department of Administrative Services
General Services Enterprise
Design and Construction Division

ARCHITECT/CONSULTANT
Howard R. Green Company

...
(Signature) (Date)
Mollie Anderson, Director

(Signature) (Date)

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dean Ibsen, Administrator, Design & Construction Division, General Services Enterprise, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:42:00 on 07/27/2006 under Order No. 1000249773_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988 - Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

HRG Staff	Job Classification
Steven R. Heyer, P.E.	Architecture/Engineering Services
Lawrence D. Niegowski, A.I.A.	Architecture/Engineering Services
E. Frank Kelm, R.R.C	On-Site/Field Services
Darran K. Sellers, R.R.C., R.R.O.	On-Site/Field Services

Hourly and Reimbursable Rates and Rebates Tables

3.3.5 Hourly Rates and Reimbursable Rates by Applicable Job Description

I. Proposed Job Classifications

Job Classification	Hourly Rate
A. Drafting Services	
Drafting, Design, CAD Operator	\$ 64.00
Senior Drafting, Design, CAD Operator - Team Lead	\$ 76.00
Design Specialist	\$ 97.00
B. Architectural/Engineering Services	
Architect/Engineer	\$ 67.00
Senior Architect/Engineer - Team Lead	\$ 89.00
Specialist Architect/Engineer	\$ 107.00
C. On-site/Field Services	
Inspector/Surveyor/Controller	\$ 79.00
Senior Inspector/Surveyor/Controller - Team Lead	\$ 84.00
Specialist Inspector/Surveyor/Controller	\$ 97.00
D. Project, Construction, and Management Services	
Project Manager	\$ 129.00
Senior Project Manager	\$ 153.00
Principal/VP	\$ 169.00
E. Project Administration/Support Services	
Administrative Support	\$ 57.00
Senior Administrative Support	\$ 57.00

Additional Comments:

II. Rebates

Total Annual Payment Amount	Rebate Offered (%)
\$0 - \$24,999	0.00%
\$25,000 - \$49,999	0.00%
\$50,000 - \$99,999	0.00%
\$100,000 - \$149,999	0.00%
\$150,000+	0.00%

III. Other recommendations (please explain)

Since design services are usually bid as cost plus - maximum, economies are built-in as a maximum fee has been negotiated and any resulting savings are passed onto the owner. One option would be to ask for a lump-sum price and not require detailed accounting breakouts. This would result in a savings by reducing time spent managing the invoicing process.

Another suggestion would be to group several projects together, particularly if they are in the same geographical area. Savings can be realized if the number of field trips can be reduced.

Another option would be prompt payment. Howard R. Green Company is willing to offer a 1% discount for payment within 10 days.

Reimbursable Expenses

HRG's reimbursable expenses including the cost of investigative services and analysis will be as follows:

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.80 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per Howard R. Green labor hour for a computer and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

Fee Development Approach

HRG's fees are not based strictly on a percentage of the construction costs.

Our fees are based upon the services required to properly perform the duties for which we are responsible. For such items as feasibility studies, investigation reports, etc. where no design documents are requested, our fee will be dependant upon the type of report and number of copies that are required. Fees for design services will be based upon the services required to successfully evaluate and design the various aspects of each project. The fee for Construction Administration will be dependent upon the number of site visits that are required.

HRG Standard Hourly Fee Schedule (Effective January 1, 2006 to December 31, 2006)

Principal-In-Charge	\$169.00	Sr Engineering Technician	\$97.00
Senior Project Manager	\$153.00	Engineering Technician II	\$89.00
Senior Project Planner	\$134.00	Engineering Technician I	\$77.00
Project Manager	\$129.00	CADD Technician II	\$76.00
Senior Project Architect	\$129.00	CADD Technician I	\$64.00
Senior Project Scientist	\$129.00	Senior Land Surveyor	\$107.00
Senior Technical Advisor	\$129.00	Land Surveyor	\$92.00
Senior Project Engineer	\$112.00	1 – Person w/GPS	\$97.00
Construction Manager	\$112.00	2 – Person Crew	\$126.00
Project Architect	\$107.00	2 – Person Crew w/GPS	\$142.00
Project Planner	\$102.00	Field Services Manager	\$97.00
Project Scientist	\$102.00	Senior Field Technician	\$84.00
Project Engineer	\$102.00	Field Technician II	\$79.00
Project Associate	\$102.00	Field Technician I	\$63.00
Staff Engineer	\$89.00	Administrative Assistant	\$57.00
Staff Architect	\$67.00		